

Office of Bradley Sulatycky

February 26th, 2026

Bradley Tyler Sulatycky
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Without Prejudice

RE: "The Bradley Files" (February 26th, 2026)

Hey everyone!

State of the Bradley – **I do not know how much longer I have.**

So, these are **The Bradley Files**. My civil claims, past and present, in one place. I hope these and the below comment elaborate on my situation.

I once again reiterate how abundantly aware I am of December 2024 and by whom. The exact particulars of who knows who is still murky. If you truly wish to be entertained by uncovering that, I ask that you **help me litigate the legitimate tortfeasors who started this and keep me alive.**

1. **Beyond Capture**

I have neither the finances nor capacity to appeal the *Sonic* dismissal before the deadline. I am dying and being jerked around by family, as you can tell. This is the intention.

It feels great as the first person framed for a video game leak. Especially a billion-dollar property and the first game I played. Especially when you helped the co-conspirators into the industry. Especially when those co-conspirators fuck teenagers.

The Sonic emails, or what I believe to be an accurate transcription, leaked. The joke, once again, is that my language with SEGA is so undeniably clear as to not leak the fucking confidential *Sonic* trade secret. These emails may be withheld for a payout. You cannot. I can no longer claim damages from 2022. But as stated - you should leak the most plainly obvious enactment of fiduciary duties in the video game industry and fundamentally alter the rights of entertainment workers in North America. This has not been about me, or any project I will never make for some time now.

If not dead/anyone settles, Graham and his lawyers are receiving a separate claim for weird *TrumpLand-Obstructionist-Concealment* shit. Stop fishing for my location/having claims thrown illegitimately - where the actual fuck is the confidential *Sonic* trade secret you leaked, per court order?

I was never improper, financially or with employees, during my employment. Their finance person just sucks. I charged the company card by accident after my unlawful termination. I attempted to reimburse the company. They refuse. There is no Beyond allegation against me that is **not** false and/or **not** to conceal fraud/impropriety by employees. Sorry Graham. Keep running to my parents and graduating year.

2. Family

I believe the claim against my family speaks for itself. In summary, my parents are unwell and posturing as 2017 American media to bolster Beyond's "*Cancel Bradley*" campaign. All because Graham ran crying to my friends and family using the "*p*" word. Thank you, "*Hardened Conservatives*". I love this moment in history.

They learned it by watching Graham. My parents attempted to obtain confidential information from the Stampede how Beyond breached my contract to leak Sonic. In declining, my parents, like Graham, perpetuated Cancel Culture-era #MeToo-language misconduct allegations to courts and the highest forms of law enforcement.

This is ironic, as:

- a) #MeToo misconduct allegations have no legal basis, and are submitted to the entertainment press and information companies, not law enforcement;
- b) in any event, the allegations against me were completely and utterly false and unfounded;
- c) for the past half-decade, I watched Graham and my parents, as self-proclaimed "*Conservatives*", curse out legacy news media over the supposed illegitimacy of the #MeToo and Cancel Culture movements.

That is what happened to me, everyone! Two career assassinations in a row, twice in response to attempted contractual breaches. One after another.

I negotiated roughly \$8K as the WGC Independent Production Screen Story minimum for *Sonic*, which equated the cost of living in Vancouver in 2022. I moved back with my parents to borrow \$10K for council to negotiate damages after Graham deleted my projects in 2023. This inadvertently created a bi-provincial litigation as to whether I deserved to be ****famous**** when this has never been the intention in my lifetime. It created a very troubling precedent in debating whether my life and career justify the value of ten racks. Thanks for proving me wrong.

You may notice both parties attempting to discredit my allegations of contractual/economic fraud as mental health illness. Graham "*Jordan Monica Benzason*" used my prescribed Vyvanse and SSRIs as defence against leaking *Sonic*. My alcoholic evangelical parents used my cannabis usage as basis to falsely imprison me. It is a smokescreen from the same Conservative class, irrespective of the alleged substance. You may also fucking notice - neither Graham nor my parents acquired the economic opportunities of *Sonic the Hedgehog*/the Chuckwagons, and both parties are attempting to conceal cognition-debilitative substance abuse issues.

Do I have mental health issues? No shit. My symptoms are equivalent to a C-PTSD victim near a gunshot (*from the physical threats for not leaking confidential information*). You will not heal your son's trauma by forcing him to merc horses to pay for alcohol or stealing *more* confidential information. I am abundantly aware of my coping mechanisms for 2022 onwards and the medical avenues to heal those (ask Sundar for my research). **FOR THE PAST THREE YEARS**, the sole roadblock to accessing treatment, contrary to our intended retainer agreement in 2022, is my parents for not giving them side stage interviews at the Chuckwagons.

In the alternative: my parents fucked me out of the correct health care and leveraged Graham's false allegations/ "*cannabis*" as basis to falsely imprison me (partially to garner American media coverage). If the aforementioned is not clear: **my parents infringe my civil rights to lobby the Cannabis Act and lower my public reputation at rodeos.**

Well done, Mom and Dad! You killed your son and owned the Liberals!

3. The Movie Theater

I will amend my claim against CIFF fiduciaries/agents if not dead and/or upon resolution of my charges for serving documents. It is a violation of the Charter to arrest me over civil service and without a lawyer present. My social media posts are fair comment. Yes, I genuinely bumped into the Director on the street. If she broke her wrist, that's fine, because so did I when we met. Before my plea, I require all police body camera footage, proof of cannabis and firearm possession, and why Crown Prosecutors emailed my professional address the wrong disclosure. I did not provide them that email.

CIFF are not responsible for the Beyond/Sulatycky "*Cancel Bradley*" campaign, but they are leaning on it. I only asked a professional peer out for a drink. I did not ask to *Secretary/Babygirl* roleplay at the office with multiple female employees or get falsely accused of doing so. I am an ugly 30-year-old man who pitches movies. Working without female attention was not a problem for me until May 2024.

Throughout disclosure and court applications, the Director and Police relied on false allegations by women in my life (my mother and former friend, to be specific). White women in a democratic society are free to call the police and my former workplaces when I do not give them my birthday or fuck. This does not mean I have committed criminal or civil wrongdoing, nor do these personal decisions have any material relation to my profession.

I also notice this cool trend of older Ger"*man*" bosses begging me to fuck employees to stimulate company capital then *#MeTooing* me like a white woman to conceal shit-ass business. It is a cool "nothing" allegation with no legal basis but catastrophically reputationally damaging. I think we need to enact some language over that. You also cannot run up on people at AirBnbs or movie theatres. At *Sonic*, *Mufasa*, *SpongeBob* or wherever! Who the fuck admits to being a police informant over Letterboxd? What the actual fuck?

4. LBHS

The negative attention from Beyond, CIFF, CPS, and, uh, **women**, has manifested a defamatory "*Cancel Bradley*" campaign among my former high school "*peers*".

I am within the knowledge of these individuals. Two are attempting to preserve entertainment business accrued by myself. The others are just fucking insane, **considering I have not spoken to anyone from high school except colleagues and one woman in a decade.**

Unusually, my graduating year and hometown are privy to the confidential business/corporate details of my “*cancellation*”. As with my parents, their allegations are to obstruct prospective damages in civil settlements and prosecute me for exercising my Charter right of due course. Love you, Calgary! We are at the point where “*fucking over Bradley*” is such an established business practice that no one really knows why they do it and have to make up bullshit just to do so. It feels great.

Some equate my puberty to forms of sexual misconduct. Those people can **fuck themselves**. Is it my back? How would you feel if embarrassing moments from 14 were leveraged to “*Weinstein*” you from working in your field at 30? People in mass appear to be working through sexual trauma from their upbringings. I understand it – **do not let it out on me.**

Others are leveraging my “*gay-panic hockey kid*” bits with the improvisers in high school as evidence of perversion. I advise you do not want to know how that gag originated. Do not fucking go there.

Is the true secret to ending facism just to “cancel” Conservative proletariat in red “*provinces*” using the same entertainment press language as Hollywood civil suits? Seems a bit like dropping the disabled kid, but that never stopped anyone at Lord Beaverbrook. All I have to write is “***At all material times, Defendants B____, B____, R____, W____, S____, V____, S____ and K____ disseminated false and defamatory statements about the Plaintiff to conceal the following misconduct:***”.

Boom. Every “cancellable” moment from your life. This deflection onto me looks less like activism, and more like the right-wing rhetoric used to conceal ***legitimate*** sexual and economic misconduct. Kill me dead - you still fuck your boss and he still pays out your friend AND his wife (genuinely not a singular reference to anyone I know).

I could tell the wind was blowing this way. I attempted suicide during COVID after six months alone. I barricaded myself when *W Network* employees started to posture as Megan Twohey. Thankfully, journalists at even the most trusted publications are not fucking lawyers. During my recovery, I knew that if anyone came for me, it would be a largely bad faith argument. The past four years have been accepting this as fucking correct, and to keep hiding because **they will try anyways**. What the actual fuck?! Everyone saw how careful I was. Everyone saw I recused myself from society to prevent this from happening. There are only so many times you can say “***no, I will not breach my contract***” and “***no, I will not fuck you***”. What other choice did I have if everyone submits misinformation against me to harm my career?

I was cool to be a lame animator who went home to his wife. Does anybody want to fuck Pete Doctor that is not his wife? Of course, I keep taking the bullet from closeted Conservatives...seemingly for my hunchback erecting steel towers at music festivals illegally. Thanks, everyone. Got it. The real problem is the intelligence of dipshits who married the first woman they fucked in high school. I am curious to know where their fucking money is. This is not a Bradley problem, though. Even if you try and make it.



Amended pursuant to Supreme Court Rule 6-1(1)(a) on February 3rd, 2026,
Original filed April 9th, 2024



No. S-242280

Vancouver Registry

In the Supreme Court of British Columbia

Between

BRADLEY TYLER SULATYCKY

Plaintiff

and

GRAHAM QUALLY

CARL WHITESIDE

BEYOND PERFORMANCE CAPTURE INCORPORATED

Defendants

AMENDED NOTICE OF CIVIL CLAIM

The action has been started by the plaintiffs (s) for the relief set out in Part 2 below.

If you intend to respond to this action, you or your lawyer must

- a) file a response to civil claim in Form 2 in the above-named registry of this court within the time for response to civil claim described below, and
- b) serve a copy of the filed response to civil claim on the plaintiff.

If you intend to make a counterclaim, you or your lawyer must

- a) file a response to civil claim in Form 2 and a counterclaim in Form 3 in the above-named registry of this court within the time for response to civil claim described below, and
- b) serve a copy of the filed response to civil claim and counterclaim on the plaintiff and on any new parties named in the counterclaim

Time for response to civil claim

A response to civil claim must be filed and served on the plaintiff(s),

- a) if you were served with the notice of civil claim anywhere in Canada, within 21 days after that service,
- b) if you were served with the notice of civil claim anywhere in the United States of America, within 35 days after that service,
- c) if you were served with the notice of civil claim anywhere else, within 49 days after that service, or
- d) if the time for response to civil claim has been set by order of the court, within that time.

PART #1: STATEMENT OF FACTS

Overview

- 1. This action concerns injuries suffered by Plaintiff, who was terminated by their employer, a defendant, on September 23rd, 2022.
- 2. Plaintiff alleges an unlawful means conspiracy by the defendants to misappropriate confidential trade secrets (“trade secrets”), interfere with Plaintiff’s contractual and economic relations by deceit, dishonesty, and fraud, and restrain competition contrary to section 45 of the *Competition Act* (R.S.C., 1985, c. C-34) (the “*Competition Act*”), which resulted in the claimed contractual injuries to Plaintiff.
- 3. Plaintiff alleges an unlawful means conspiracy by the defendants to fraudulently conceal their trade secret misappropriation and infringe Plaintiff’s *Canadian Charter of Rights and Freedoms* (the “*Charter*”) by intimidation, ~~spoilation~~, defamation, and intentional infliction of emotional distress, which resulted in the claimed personal injuries to Plaintiff.
- 4. At all material times, the defendants breached all implied duties owed to Plaintiff and third parties.
- 5. At all material times, Plaintiff acted in good faith and performed their contractual and common law duties to the defendants and third party honestly.

The Plaintiff

- 6. The plaintiff, Bradley Sulatycky, known professionally as Bradley Tyler, was a contracted employee of Defendant Beyond Performance Capture Incorporated (“Defendant Beyond”) at all material times between 2021 and 2022 (the “employment”).

The Defendants

7. Defendant Beyond is a corporation conducting business in British Columbia and Quebec as an animation production vendor with a principal place of business at 151 West Cordova Street, Vancouver, BC, V6B 1E1.
8. Defendant Graham Qually ("Defendant Qually") was at all material times during Plaintiff's employment, President and CEO of Defendant Beyond.
9. Defendant Beyond is vicariously liable for all principles, fiduciaries, and agents of itself as described in paragraphs 10 to ~~16~~ 26.
10. Albert Lim ("Lim") was COO at Defendant Beyond, at all material times during and after Plaintiff's employment.
11. Jo'Sun Fu ("Fu") was, at material times during and after Plaintiff's employment, Human Resources at Defendant Beyond.
12. Maeve Russell ("Russell") was a Production Manager at Defendant Beyond at all material times during and after Plaintiff's employment.
13. Jesse Wirachowsky ("Wirachowsky") was a Finance Controller at Defendant Beyond at all material times during and after Plaintiff's employment.
14. Savian Sills ("Sills") was, at material times during and after Plaintiff's employment, a Motion Capture Editor at Defendant Beyond.
15. Jamie Smith ("Smith") was the Facilities Manager at Vancouver Film School ("VFS") at all material times during and after Plaintiff's employment.
16. Jordan Thompson ("Thompson") was a Labour, Employment, and Human Rights associate employed at Fasken Martineau DuMoulin LLP ("Fasken") at all material times after Plaintiff's employment.
17. Lisa Rabey ("Rabey") was a legal assistant employed at Fasken at all material times after Plaintiff's employment.
18. Defendant Carl Whiteside ("Defendant Whiteside") was Managing Director and Vice President of Business Development at Waterproof Studios Incorporated/Smiling Cowboy Productions ("Waterproof") at all material times during and after Plaintiff's employment.
19. Phillip Wu ("Wu"), was, at material times between 2013 – 2023, a friend of the Plaintiff and Sills of Defendant Beyond.

20. Monica Qually ("Monica") was unemployed at all material times during Plaintiff's employment.
21. Shauna Gersbach ("Gersbach") was an insurance litigator employed at Guild Yule LLP Barristers and Solicitors ("Guild Yule") at material times during the Plaintiff's litigation.
22. Casper Holloway ("Holloway") is a civil litigator employed at Guild Yule at material times during the Plaintiff's litigation.
23. Ashley Harvey ("Harvey") is a legal assistant employed at Guild Yule at material times during the Plaintiff's litigation.
24. Daniel Yaverbaum ("Yaverbaum") is a commercial dispute litigator at Harper Grey LLP ("Harper Grey") at material times during the Plaintiff's litigation.
25. Aaron Copeland ("Copeland") is an associate at Harper Grey at material times during the Plaintiff's litigation.
26. Karen Baquet ("Baquet") is a legal assistant at Harper Grey at material times during the Plaintiff's litigation.

Anti-Semitism

27. The International Holocaust Remembrance Alliance expresses anti-semitism as "hatred toward Jews".
28. Contemporary anti-semitic behaviour include, but are not limited to mendacious, dehumanizing, demonizing, or stereotypical allegations about Jews.
29. The Plaintiff is not Jewish.

Defendant Qually's Personal History

30. Per admission at a material time during the Plaintiff's employment, Defendant Qually, pursuant to section 279 of the *Criminal Code* (R.S.C., 1985, c. C-46) (the "*Criminal Code*"), claimed, unsolicited, to have caused the imprisonment of a person without their will (Defendant Qually's "personal history").

Plaintiff's Economic Relations

31. At material times during the Plaintiff's employment, the Plaintiff connected Defendant Beyond with Plaintiff's legitimately and lawfully acquired economic relations in the film, television, and music industry.
32. In particular, the Plaintiff connected Defendant Beyond to the most popular and lucrative acts in the music industry, including the creative communications company pgLang and the band Coldplay.
33. At all material times, Defendants Qually, Whiteside and Beyond own no right, title, or interest in any of the Plaintiff's economic relations, nor did the defendants legitimately acquire the Plaintiff's economics relations.

Defendants' Business Interests

34. Defendants Qually, Whiteside, and Lim and Fu of Defendant Beyond intend, or did intend to vertically merge Defendant Beyond into Waterproof as a singular business entity ("Above").

Defendant Qually's Duties to Plaintiff

35. Defendant Qually owed ~~a common law duty~~ duties of confidence and honest performance-good faith to Plaintiff at all material times during the Plaintiff's employment contract.
36. Defendant Qually's common law ~~duties~~ duty of good faith to Plaintiff included, at minimum, an obligation not to defraud Plaintiff.
37. Defendant Qually owed a common law ~~duty~~ duties of care to act with the diligence and skill of the reasonably prudent person to the Plaintiff at all material times during the Plaintiff's employment contract (Defendant Qually's "duty of care").
38. Defendant Qually's duty of care to Plaintiff included, at minimum, an obligation to the standards of care of a reasonable person, which include:
 - a) the statutory duties of care, diligence, and skill under section 122 of the Canada Business Corporations Act;
 - b) the obligation to refrain from infringing Plaintiff's rights under section 7 and 15 of the Charter;

- c) the obligation to refrain from acts under sections 264, 265, and 322 of the Criminal Code;
39. Defendant Qually owed fiduciary duties to account, act personally and avoid conflicts of interest to the Plaintiff at all material times during the Plaintiff's employment contract.
40. Defendant Qually also owed fiduciary duties of loyalty, care, confidentiality, and disclosure to the Plaintiff at all material times during the Plaintiff's employment contract.
41. Defendant Qually's fiduciary duties included, at minimum, an obligation to not misappropriate confidential and competitively sensitive third-party video game information.

Plaintiff's Duties to Defendant Beyond

42. Plaintiff owed fiduciary duties to account, act personally, and avoid conflicts of interest, and of loyalty, care, confidentiality, disclosure, obedience and fidelity to Defendant Beyond at all material times during Plaintiff's employment with Defendant Beyond.

Plaintiff and Defendants' Duty to Sega

43. Sega Corporation is a subsidiary of Sega-Sammy Holdings Inc. conducting business as a video game and entertainment company with its principal place of business at Sumitomo Fudosan Osaki Garden Tower, 1-1-1 Nishi-Shinagawa, Shinagawa-ku, Tokyo 141-0033, Japan.
44. Sega of America ("Sega") is the America branch of Sega Corporation with a principal place of business at 6400 Oak Canyon Rd Suite 100, Irvine, California 92618, US.
45. Sega creates internationally known media franchises featured in video games, movies, toys, apparel, and accessories.
46. *Sonic the Hedgehog* ("Sonic") is an internationally known media franchise owned by Sega.
47. Sega owns all right, title, and interest in the *Sonic* franchise.

48. Defendants Qually, Whiteside and Beyond own no right, title, or interest in the Sonic franchise.

49. Principles and fiduciaries of Defendant Beyond owed a common law duty of confidence and fiduciary duties of loyalty, care, confidentiality, disclosure, obedience, and fidelity to Sega at material times during and after Plaintiff's employment.

Trade Secrets

50. Information is currency in the entertainment production industry (the "entertainment industry").

51. Entertainment studios ("studios") rely on trade secrets as legal protection in a highly competitive industry.

- a) Trade secrets are intellectual property that provide legal protection for commercially valuable business and/or technical information that: is not generally known in the trade or business that uses or may use that information;
- b) has an economic value from not being generally known, and
- c) is the subject of reasonable efforts under the circumstances to maintain its secrecy.

52. As contractual production service vendors ("Vendors") to studios, principles, fiduciaries, and agents of Defendant Beyond and Waterproof see, hear, are told, learn, obtain, and otherwise have access to studios' trade secrets.

Trade Secret Misappropriation ("Leaks")

53. In the entertainment industry, intentional and/or unauthorized disclosure of a studio's trade secret is colloquially referred to as a "leak".

54. Due to the long development time between a project's conception and commercialization and the relative ease with which detrimental information can be leaked, confidentiality is a necessary tool to prevent disruptions to internal development pipelines, derailment of marketing campaigns, and diminishment of sales and/or engagement.

55. Leaks are a "*death sentence*" for vendors.

56. Leaks are also a “*death sentence*” for implicated employees of vendors.
57. Unauthorized disclosure of trade secrets may expose an vendor and/or industry professional to termination, costly litigation on behalf of studios, and career blacklisting in the entertainment industry.
58. At a material time during the Plaintiff’s employment, Defendant Qually terminated an employee of Defendant Beyond for unauthorized disclosure of confidential third-party trade secrets.

Screen Story (“Take”)

59. In film and television development (“development”), pre-screenplay narrative material is referred to as a Screen Story.
60. Article 214 of The Writer’s Guild of Canada defines a Screen Story as “*written narrative material... based on source material, consisting of the basic narrative, idea, or theme and indicating character development and actions suitable for use in or representing a substantial contribution to a final script*”.
61. In the entertainment industry, a Screen Story is colloquially referred to as a “take”.

The Sonic Trade Secret

62. In or around September 2022, the Plaintiff legitimately and lawfully acquired a meeting with Sega’s Head of Film and Television.
63. In or around September 2022, Defendant Qually and Plaintiff virtually met with Sega (the “meeting”).
64. During the meeting, Plaintiff pitched Sega on Defendant Beyond developing a Screen Story for a television series adapted from the *Sonic* franchise.
65. Following the meeting, in or around September 2022, Sega sent a *Sonic* trade secret to Plaintiff’s company email.
66. The *Sonic* trade secret was intended to remain confidential.
67. The *Sonic* trade secret offered Defendant Beyond a competitive advantage.
68. The *Sonic* trade secret was sent to Plaintiff in development of Plaintiff’s take.

69. The *Sonic* trade secret contained every reasonable practice to maintain its confidentiality.

- a) Sega marked the trade secret “*confidential*”.
- b) Sega communicated the trade secret to Plaintiff in confidence (the “*confidentiality agreement*”).
- c) Sega granted the trade secret to Plaintiff in good faith.

Unlawful Means Conspiracy to Misappropriate the Sonic Trade Secret

70. Following the meeting, between on or around September 19th, 2022, and on or around September 23rd, 2022, Plaintiff, Defendant Qually, and Russell of Defendant Beyond negotiated to renew Plaintiff’s employment agreement at Defendant Beyond (the “negotiation period”).

71. At all material times during the negotiation period, by reasonable request and standard industry practice, Plaintiff negotiated with Defendant Qually and Russell of Defendant Beyond to codify Plaintiff’s services developing the *Sonic* take at Defendant Beyond.

72. During the negotiation period, Defendants Qually and Whiteside unlawfully conspired (the “conspiracy”), through communications and conversation known and unknown to Plaintiff, and contrary to Plaintiff’s employment agreement and section 45 (4.4) of the *Competition Act*, to misappropriate the *Sonic* trade secret to Waterproof.

73. In furtherance of the conspiracy, Defendants Qually and Whiteside acted unlawfully against Plaintiff to:

- a) fraudulently induce the Plaintiff into a 10% passive equity ownership stake of Waterproof, knowing, or reckless to the non-disclosure and exclusivity provisions of the Plaintiff’s employment agreement, which failed;
- b) fraudulently misrepresent, falsely, alleged non-performance of the Plaintiff’s fiduciary duties, knowing, or reckless to the Beyond Performance Capture IT/User Agreement;
- c) fraudulently induce the Plaintiff to reproduce unnecessary copies of the *Sonic* trade secret knowing, or reckless to the *confidentiality agreement*

with Sega and/or the non-disclosure provisions of the Plaintiff's employment agreement;

- d) pursuant to Defendant Whiteside, and per admission by Defendant Qually during the negotiation period, contacting Sega's Head of Film and Television to pursue the same commercial opportunity upon the Plaintiff's rejection of Defendant Qually's offer in Waterproof;
- e) disclose, exchange, trade and solicit, without authorization and contrary to their fiduciary, contractual, statutory, and common law duties:
 - i. contact information for Sega Corporation's Head of Film and Television;
 - ii. the *Sonic* trade secret;
 - iii. intellectual property information from Waterproof's dealings with Sony Group Corporation.

74. At all material times during the negotiation period, Defendant Qually and Whiteside's unlawful conduct was in combination, concert, and by agreement or common design to:

- a) fix salary, wages, terms and conditions of Plaintiff's employment agreement at Defendant Beyond.
- b) fraudulently induce Plaintiff into breaching contractual duties of loyalty, care, and fidelity to Defendant Beyond.
- c) exchange information to negotiate against Plaintiff in bad faith.

75. As a direct result of the unlawful means against Plaintiff by the defendants, Plaintiff suffered:

- a) a material breach of their employment agreement to Defendant Beyond.
- b) a material breach of their *confidentiality agreement* with Sega.

Unlawful Means Conspiracy to Conceal Misappropriation of Sonic Trade Secret

76. On or around September 23rd, 2022, Plaintiff suspected Defendant Qually ~~was negotiating in bad faith, and Plaintiff asked Defendant Qually if he was~~

negotiating in bad faith breached his fiduciary duty to avoid conflicts of interest, and Plaintiff asked Defendant Qually if he breached his fiduciary duty to avoid conflicts of interest.

77. Immediately in response, Defendant Qually terminated Plaintiff's employment without notice, just cause, or opportunity to cure.

78. Between on or around September 23rd, 2022, and February 28th, 2023 to present, principles, fiduciaries, and agents of Defendant Beyond, acting in their capacities as principles, fiduciaries and agents for Defendant Beyond, engaged in communications and conversations known and unknown to Plaintiff, and contrary to Plaintiff's *Charter* rights, to conceal their misappropriation of the *Sonic* trade secret to Waterproof (the "cover-up").

79. In furtherance and during the cover-up, Defendant Qually and principles, fiduciaries, and agents of Defendant Beyond, acting in their capacities as principles, fiduciaries and agents for Defendant Beyond, acted unlawfully against Plaintiff to:

- a) wrongfully dismiss the Plaintiff on September 23rd, 2022;
- b) threaten, by act and gesture, violence against the Plaintiff to forgo personal belongings on September 23rd, 2022 pursuant to sections 265 and 322 of the Criminal Code ("VA23-164171");
- c) intentionally inflict emotional distress on the Plaintiff;
- d) defame the Plaintiff to servants of Defendant Beyond and the Plaintiff's consortium that the Plaintiff, and not Defendant Qually, had misappropriated the Sonic trade secret on September 23rd, 2022;
- e) trespass on the Plaintiff's Vancouver residence on September 23th, 2022;
- f) harass the Plaintiff's mother on September 24th, 2023;
- g) destroy the Plaintiff's economic portfolio containing third-party copyrighted material, knowing or reckless of Defendant Beyond's duties to return the copyrighted material to third parties;
- h) libel to the Plaintiff's consortium and servants of Defendant Beyond that Plaintiff had threatened Defendant Qually and his family, and the Plaintiff had been reported to the Vancouver Police Department due to the alleged threats on January 10th, 2023;

- i) libel the Plaintiff by method of comparison of the Plaintiff's Ukrainian last name, then unknown to fiduciaries and servants of Defendant Beyond, to Jerry Sandusky on January 10th, 2023;
- j) pursuant to Wirachowsky of Defendant Beyond, submit false information of the Plaintiff's alleged misappropriation of company funds to Defendant Qually and fiduciaries of Defendant Beyond to conceal material breach of Defendant Beyond's employment contract;
- k) fraudulently conceal a materially illegible cease and desist letter sent to the Plaintiff by Defendant Beyond's former council on January 13th, 2023;
- l) pursuant to Sills of Defendant Beyond:
 - i. intentionally inflict emotional distress on the Plaintiff to fraudulently conceal relations with a teenager, material breach of Defendant Beyond's employment contract, and intentional leak of commercially damaging emails by Defendants Qually and Beyond to Plaintiff in January 2023;
 - ii. exchange, contrary to the non-disclosure terms of Defendant Beyond's employment contract, false information of the Plaintiff's wrongful dismissal to Wu of Defendant Beyond in or around January 2023;
 - iii. train American social media algorithms on the Plaintiff's personal information and anti-Eastern European rhetoric from on or around 2024 to present.
- m) pursuant to Wu of Defendant Beyond:
 - i. intentionally inflict emotional distress by directing anti-semitic rhetoric to the Plaintiff's Eastern European consortium and prospective litigation against Defendant Qually's defamation on March 17th, 2023;
 - ii. tortiously interfere with the Plaintiff's economic relations and fundamental justice in British Columbia and Alberta beginning March 17th, 2023;
 - iii. defame the Plaintiff to reasonable members of the Plaintiff's constortium that Wu of Defendant Beyond's intentional evasion of

service, in this matter and a matter in Alberta, falsely, was the Plaintiff committing the tort of harassment from in or around 2023 – 2024;

- iv. intentionally inflict emotional distress by contacting, unsolicited, peers and economic relations of the Plaintiff to compile false allegations of emotional abuse and sexual misconduct for Defendant Beyond's defence;
- v. train American social media algorithms on the Plaintiff's personal information and anti-Eastern European rhetoric for profit from on or around 2024 to present;
- n) evade mandatory originating documents from April 10th, 2024 to on or around September 1st, 2024;
- o) threaten to murder the Plaintiff during arrangement of personal service of mandatory originating documents on September 1st, 2024, pursuant to section 264 of the *Criminal Code*;
- p) stalk and harass the Plaintiff, in concert with the Plaintiff's economic relations and agents of and/or individuals unduly influenced by defendants in Calgary, Alberta and pursuant to section 264 of the *Criminal Code* at:
 - i. two AirBnb rentals of the Plaintiff on October 19th, 2024 and December 20th, 2024;
 - ii. pursuant to Lim of Defendant Beyond, the Plaintiff's social media on November 19th, 2024;
 - iii. public movie screenings attended by the Plaintiff on December 19th, 2024 and January 1st, 2026;
- q) abuse process, in concert with stalkers of the Plaintiff and agents of the Plaintiff's harassment in Calgary, Alberta to obtain the Plaintiff's address by court order on March 25th, 2025, which failed;
- r) contempt court, contrary to the British Columbia Rules of the Court and court order on March 25th, 2025, to surrender discovery documents and the confidential *Sonic* trade secret to the Plaintiff by July 4th, 2025, which defendants have yet to surrender.

80. Furthermore, or to particularize the above 79b and 79c, the particulars of Defendant Qually's acts and gestures to injure and forgo and intentional infliction of emotional distress on September 23rd, 2022 include:

- a) lunging at the Plaintiff from across their desk;
- b) cocking their fist back at the Plaintiff;
- c) screaming at the Plaintiff:
 - i. "fuck you and your legal bullshit" pursuant to Plaintiff's citation of the non-disclosure and exclusivity terms of his employment contract;
 - ii. for his prescription of Vyvanse;
- d) theft of the Plaintiff's personal belongings;
- e) a threat by Defendant Qually to physically throw the Plaintiff out of the fifth story of the Beyond Capture office headquarters unless immediately fleeing the Beyond Capture office headquarters.

81. Furthermore, or to particularize 79d, 79h, and 79i, Defendant Qually disseminated the following statements to Defendant Beyond and the Plaintiff's consortium:

- a) the Plaintiff was terminated from Defendant Beyond because he "...disclosed information to clients without permission" on September 23rd, 2022;
- b) the subject line "Beyond | Bradley Sandusky (Tyler)" in an email on January 3rd, 2023;
- c) "Bradley Tyler, our former employee decided to send me some unprompted and irrational messages over the break" in an email on January 3rd, 2023;
- d) "...they escalated as the days went on and reached a point harassment, intimidation, irrational comments, and finally, they worsened into what my lawyers called "credible threats" in an email on January 3rd, 2023;
- e) "At this point we had to contact the police" in an email on January 3rd, 2023;

- f) "Some of the threats are serious enough that my family has now taken extra precautions to ensure our safety" in an email on January 3rd, 2023.

82. At all material times, Defendant Qually's statements are false and defamatory of the Plaintiff, both *per se* and in their natural and ordinary meaning, and assert, falsely, and without rational or factual basis, that:

- a) the Plaintiff was terminated from Defendant Beyond for disclosing the *Sonic* trade secret without permission;
- b) the Plaintiff threatened Defendant Qually and/or Defendant Qually's family materially or equivalent to Jerry Sandusky, a convicted pedophile serving 30 to 60 years in prison in the state of Pennsylvania;
- c) the Plaintiff had been reported to the Vancouver Police Department due to the alleged threats on January 10th, 2023.

83. In fact:

- a) Defendant Qually disclosed the *Sonic* trade secret to Defendant Whiteside without permission;
- b) the Plaintiff never disclosed the *Sonic* trade secret without permission, and at all material times and pursuant to their duties, the Plaintiff acted to protect the confidentiality of the *Sonic* trade secret;
- c) the Plaintiff, contrary to fiduciaries and servants of Beyond, neither plays hockey nor engages in physical, romantic or sexual relations with men, teenagers or fiduciaries and servants of Beyond;
- d) the Plaintiff did not threaten Defendant Qually and his family;
- e) the Plaintiff has never met Defendant Qually's family;
- f) Defendant Qually did not report the Plaintiff to the Vancouver Police Department for the alleged threats;
- g) fiduciaries of Defendant Beyond harassed the Plaintiff by trespassing at his Vancouver residence on September 23rd, 2022;
- h) Defendant Qually harassed the Plaintiff's mother on September 24th, 2022.

84. Furthermore, or in the alternative, no reasonable or rational person could accuse the Plaintiff of threatening Defendant Qually or endangering the welfare of children considering the facts and matter of Defendant Qually's personal history.

85. As a direct result of the defamation to the Plaintiff's consortium beginning September 23rd, 2022, the Plaintiff suffered a lowered personal and professional reputation in the provinces of Alberta and British Columbia.

86. At all material times during the cover-up, defendants' unlawful conduct was in combination, concert, and by agreement or common design to:

- a) materially prevent discovery of Plaintiff's emails, work, contracts, contractual offers and drafts of Thompson's *Cease and Desist* letter to Plaintiff.
- b) defame of Plaintiff to reasonable principles, fiduciaries, and agents of Defendant Beyond and VFS, and people known and unknown to Plaintiff in the provinces of British Columbia, Alberta, and Montreal.
- c) psychologically and emotionally abuse Plaintiff.

87. As a direct result of the unlawful acts, the Plaintiff developed symptoms of a complex post-traumatic stress disorder ("C-PTSD"), the particulars of which include:

- a) intrusive thoughts (flashbacks, nightmares, and unwanted memories of the assault and threats by Defendant Qually);
- b) avoidance (avoiding people, places, or activities that triggered memories of Defendant Beyond);
- c) altered mood (negative thoughts and feelings, such as fear, guilt, shame, or anger);
- d) altered reactivity (hypervigilance regarding confidential information and physical reactions to fraud and contractual torts, constant "fight-or-flight" mode, including the inability to stop walking);
- e) physical symptoms (headaches, dizziness, chills, disturbed sleep);
- f) an eating disorder.

88. As a direct result of the unlawful means against Plaintiff by defendants, Plaintiff suffered:

- a) infringement of their *Charter* rights.
- b) lowered reputation in the provinces of British Columbia and Alberta.
- c) severe impairment of their health and the development of new illnesses.

Part #2: RELIEF SOUGHT

89. A declaration that the defendants engaged in an unlawful means conspiracy to misappropriate the *Sonic* trade secret from Defendant Beyond to Waterproof;

90. general damages for the unlawful means conspiracy ~~and unlawful interference with economic and contractual interests~~ in the amount of the fraudulent inducement and misrepresentation, breach of contract, and intentional interference with economic and contractual relations;

91. a declaration that the defendants engaged in conduct contrary to section 45 of the *Competition Act*;

92. general damages under section 36 of the *Competition Act*;

93. a declaration that Defendant Beyond breached its contractual duties of loyalty, care, and fidelity to the Plaintiff;

94. compensatory damages for breach of contract in the amount of lost ~~wages and~~ opportunities;

95. a declaration that the defendants engaged in an unlawful means conspiracy to ~~infringe Plaintiff's rights under section 7 of the Charter~~ conceal misappropriation of the *Sonic* trade secret by Defendants Qually to Whiteside;

96. an order that the defendants pay damages or such other remedy as the Court may consider just and appropriate under section 24 of the *Charter*;

97. general damages for the unlawful means conspiracy to conceal misappropriation of the *Sonic* trade secret in the amount of the intimidation, ~~spoilation~~, defamation and defamatory libel, abuse of process, contempt of court and intentional infliction of emotional distress;

98. an injunction preventing defendants from further defaming Plaintiff;

99. an order that the defendants pay damages for personal injury, including but not limited to damages for emotional and mental abuse under the *Health Care Costs Recovery Act*;
100. special, aggravated, and punitive damages;
101. costs;
102. pre-judgment and post-judgment interest under the *Court Order Interest Act*, R.S.B.C. 1996, c. 78, s. 128;
103. such further and other relief as to this Honourable Court may seem just.

PART 3: LEGAL BASIS

104. Plaintiff relies, in part, on the ruling of *International Corona v Lac Minerals*, [1989] 2 S.C.R. 574.
105. The defendants owed Plaintiff a common law duty of confidence and breached that duty through unlawful conduct ~~stated in paragraphs 51 through 53.~~
106. As a result of the breach of confidence, Plaintiff suffered losses and damages.
107. Plaintiff relies, in part, on the ~~ruling~~ rulings of *Mariani v. Lemstra* (2004), 2004 CanLII 50592 (ON CA), 246 D.L.R. (4th) 489 (Ont. C.A.), *Bhasin v. Hrynew*, 2014 SCC 71, *C.M. Callow Inc. v. Zollinger* SCC 45, *Canada Wastech Services Ltd. v. Greater Vancouver Sewerage and Drainage District* SCC 7, and *Earthco Soil Mixtures Inc. v. Pine Valley Enterprises Inc* SCC 20, and *Hodgkinson v. Simms* SCR 377, *Canson Enterprises Ltd. v. Boughton & Co* SCR 534, and *Air Canada v M & L Travel Ltd* 1993 3 SCR 787, and *Stirrett v. Cheema*, 2020 ONCA 288.
108. The defendants owed Plaintiff contractual and fiduciary duties of care, loyalty, and fidelity and breached that duty through unlawful conduct ~~stated in paragraphs 51 through 53.~~
109. As a result of Beyond's breach of contract, Plaintiff suffered losses and damages.
110. Plaintiff relies, in part, on the *Libel and Slander Act*, RSBC 1996, c.263.

111. Defendant owed the Plaintiff a common law duty of care and breached that duty through unlawful conduct ~~stated in paragraphs 54 through 58.~~

112. As a result of Defendant Qually's breach of care, Plaintiff suffered injury.

113. In all circumstances, the defendants knew, or ought to have known, that losses, damages, and injury to Plaintiff would occur.

Punitive Damages

114. The defendants' misconduct was malicious, oppressive and highhanded, and departed to a marked degree from ordinary standards of decent behaviour.

115. The defendants' actions willfully disregarded Plaintiff's *Charter* rights.

116. The defendants' actions offend the moral standards of the community and warrant the condemnation of the Court such that an award of punitive damages should be made against defendants.

Plaintiff's Address for Service: bradleytylerwriter@gmail.com

+1 587-838-9702

Place of trial: Vancouver, BC

The address of the registry is: 800 Smithe Street, Vancouver, BC V6Z 2E1

Dated: February 3rd, 2026



BRADLEY SULATYCKY

Plaintiff

Appendix

PART 1: CONCISE SUMMARY OF NATURE OF CLAIM:

A claim of damages for unlawful means conspiracies against Plaintiff's economic and contractual relations and *Charter* Rights.

PART 2: THIS CLAIM ARISES FROM THE FOLLOWING:

A personal injury arising out of:

☒ another cause

A dispute concerning:

☒ an employment relationship

PART 3: THIS CLAIM INVOLVES:

☒ conflict of laws

PART 4:

Competition Act, RSC 1985, c. C-34

The Canadian Charter of Rights and Freedoms

Libel and Slander Act, RSBC 1996, c. 263

Court Order Interest Act, RSBC 1996, c. 79

In the Supreme Court of British Columbia

Between

BRADLEY TYLER SULATYCKY

Plaintiff

and

GRAHAM QUALLY

CARL WHITESIDE

BEYOND PERFORMANCE CAPTURE INCORPORATED

Defendants

RESPONSE TO DEMAND FOR PARTICULARS

1. The Plaintiff responds to Defendant's Demand for Particulars, dated October 10th, 2024 (the "demand"), as set out below. Plaintiff reserves the right to provide further particulars.

2. Paragraph 1 of the demand requests:

With reference to paragraphs 3, 57(b) and 58 of the Notice of Civil Claim:

- a) The identity of the person(s) who made the alleged defamatory statement;***
- b) The content of the alleged defamatory statements;***
- c) The means by which the alleged defamatory statement(s) were published or communicated, including whether they were written, oral, or partly written and partly oral;***
- d) The date(s) and place(s) the alleged defamatory statement(s) were published or communicated, including:***
 - i. To the extent the statements were written, the date and identity of the document(s) in which the statement(s) were made; and***

ii. ***To the extent the statement(s) were oral, when and where they were made;***

e) ***The identity of the person(s) to whom the alleged defamatory statement(s) were published or communicated;***

2. Plaintiff's response to paragraph 1:

a) Defendant Qually;

b) Defendant Qually's Defamation:

i. The Plaintiff was terminated from Defendant Beyond because he
"...disclosed information to clients without permission."

Defendant Qually's Defamatory Libel:

ii. ***"Beyond | Bradley Sandusky"***

"Bradley Tyler, our former employee decided to send me some unprompted and irrational messages over the break."

"...they escalated as the days went on and reached a point harassment, intimidation, irrational comments, and finally, they worsened into what my lawyers called "credible threats".

"At this point we had to contact the police."

"Some of the threats are serious enough that my family has now taken extra precautions to ensure our safety."

c) Written and orally;

d) Defendant Qually's Defamatory Libel:

i. January 3rd, 2023 by ***"Beyond | Bradley Sandusky"***.

Defamation:

ii. September 23rd, 2022, at 88 East Pender Street, Vancouver, British Columbia, V6A 3X3.

- e) All employees and fiduciaries of Defendant Beyond, and employees of Vancouver Film School ("VFS").

3. Paragraph 2 of the demand requests:

With reference to paragraphs 2, 51, 56, and 57 of the Notice of Civil Claim:

- a) ***The trade secret(s) that was allegedly misappropriated;***
- b) ***The date(s) on, and means by which, the trade secret(s) was allegedly misappropriated, and by whom;***
- c) ***How the trade secret(s) was allegedly used once it was allegedly misappropriated, and by whom and when;***
- d) ***Any detriment to the plaintiff as a result of the alleged misappropriation.***
- e) ***What alleged fraudulent and/or deceitful and/or dishonest acts or representations concealed the defendants' alleged misappropriation of trade secrets, by whom, and when;***
- f) ***What emails, work, contracts, or contractual offers the Plaintiff was allegedly "materially prevent[ed]" from discovering, by whom and when;***

4. Plaintiff's response to paragraph 2:

- a) The exclusivity of *Sonic the Hedgehog*'s animated television rights (the "Sonic trade secret");
- b) By unauthorized disclosure by Defendant Qually on or around September 22nd, 2022;
- c) To negotiate with Plaintiff in bad faith by Defendants Qually and Whiteside on or around September 22nd, 2022;
- d) A material breach Plaintiff's employment agreement to Defendant Beyond;
- e) Termination of Plaintiff's employment, and above Paragraph 2b (i);
- f) Defendants are within the knowledge of information withheld, and request evidence from Plaintiff before the end of the pleading period and Form 22, which is denied.

5. Paragraph 3 of the demand requests:

With reference to paragraphs 2, 3 and 52(b) of the Notice of Civil Claim:

- a) ***What alleged fraudulent and/or deceitful and/or dishonest acts or representations by the Defendants allegedly interfered with the plaintiff's contractual relations and/or induced the plaintiff into breaching contractual duties owed to the Defendant Beyond;***
- b) ***The identities of those who allegedly engaged in the the fraudulent and/or deceitful and/or dishonest acts or representations, and the dates on which those acts allegedly took place;***
- c) ***Full particulars of the contractual duties owed to the Defendant Beyond that the Plaintiff breached, including the dates and manner in which the Plaintiff breached those contractual duties;***

6. Plaintiff's response to paragraph 3:

- a) An attempted inducement into an initial offer of 10% passive equity in Waterproof Studios/Smiling Cowboy Productions ("Waterproof"), and a misrepresentation of Plaintiff's alleged nonperformance of Plaintiff's employment agreement;
- b) Defendant Qually and Russell of Defendant Beyond on September 20th, 2022 and September 22nd, 2022;
- c) Provisions 2, 4, and 8 of Schedule B of Plaintiff's employment agreement on September 22nd, 2022.

7. Paragraph 4 of the demand requests:

With reference to paragraph 52(a) of the Notice of Civil Claim:

- a) ***What terms and conditions of the Plaintiff's employment agreement were allegedly "fixed", and in what manner, when and by whom;***

8. Plaintiff's response to paragraph 4:

- a) Provisions 2A and 3 of Schedule A of Plaintiff's employment agreement with Defendant Beyond by misrepresentation by Defendant Qually and Russell of Defendant Beyond on September 20th, 2022.

9. Paragraph 5 of the demand requests:

With reference to paragraphs 52(c) of the Notice of Civil Claim:

- a) What information was allegedly exchanged, and in what manner, when and by whom;***
- b) The conduct of the Defendants that was allegedly undertaken in bad faith, when and by whom;***

10. Plaintiff's response to paragraph 5:

- a) Plaintiff's legitimately acquired email address for Sega Corporation's Head of Film and TV (on or around September 2022), the *Sonic* trade secret (on or around September 22nd, 2022), and intellectual property information from Waterproof's dealings with Sony Group Corporation (on or around September 22nd, 2022) by Defendants Qually and Whiteside.***
- b) From between on or around September 20th, 2022 and September 23rd, 2022 (the "negotiating period") by Defendant Qually, who negotiated exclusively in the interests and competitive advantage of Waterproof, Defendant Whiteside, and a prospective corporate merger between Defendant Beyond and Waterproof ("Above") with no genuine intention to negotiate Plaintiff's employment agreement in good faith or adhere to Defendant Beyond's *Concurrent Obligations* to Plaintiff.***

11. Paragraph 6 of the demand requests:

With reference to paragraphs 3 of the Notice of Civil Claim:

- a) The acts of alleged intimidation toward the Plaintiff;***
- b) The perpetrators of the alleged acts of intimidation;***
- c) What was the Defendant Qually's involvement in the alleged intimidation, including:***
 - i. The dates he was allegedly involved;***
 - ii. The actions he allegedly undertook to intimidate the plaintiff;***
- d) What was Beyond Performance Capture Inc.'s alleged involvement in the intimidation, including:***
 - i. The dates it was allegedly involved;***

ii. The actions it allegedly undertook to intimidate the Plaintiff;

iii. The identity of the person(s) acting allegedly on its behalf.

12. Plaintiff's response to paragraph 6:

- a) Threats, with intent to injure and forgo, to physically harm Plaintiff, extort Plaintiff, and other acts Plaintiff is unable to provide until filing an amended pleading;
- b) Defendants Qually, Thompson of Defendant Beyond, and an agent of Defendant Beyond unknown to Plaintiff at filing of the original pleading. Plaintiff is unable to provide particulars of the new agent until filing an amended pleading;
- c) Defendant Qually's intimidation:
 - i. September 23rd, 2022, and other dates Plaintiff is unable to provide until filing an amended pleading.
 - ii. An assault on Plaintiff; and other acts Plaintiff is unable to provide until filing an amended pleading.
- d) Defendant Beyond's intimidation:
 - i. January 13rd, 2023, and other dates Plaintiff is unable to provide until filing an amended pleading.
 - ii. Extorting Plaintiff, and other acts Plaintiff is unable to provide until filing an amended pleading.
 - iii. See paragraph 12b above.

13. Paragraph 7 of the demand requests:

With reference to paragraph 3, 57(c) and 58(c) of the Notice of Civil Claim:

- a) ***The personal injuries allegedly suffered by the Plaintiff as a result of the conduct of the Defendants, including when, how and by whom;***
- b) ***The psychological and emotional abuse allegedly suffered by the Plaintiff as a result of the conduct of the Defendants, including when, how and by whom;***

c) *What alleged impairment to the Plaintiff's health and/or the new illnesses the Plaintiff developed as a result of the conduct of the Defendants, and when;*

14. Plaintiff's response to paragraph 7.

a) See paragraph 14c below;

b) Defendant Qually:

- i. Public berating, yelling and humiliation on September 23rd, 2022;
- ii. Threats of violence against Plaintiff on September 23rd, 2022;
- iii. Harassing Plaintiff's mother on September 23rd, 2022;
- iv. Willful dissemination of false information about Plaintiff beginning on or around September 23rd, 2022;
- v. Controlling and manipulative behaviour directed to known friends of Plaintiff in Vancouver, British Columbia beginning on or around September 23rd, 2022;
- vi. Inflammatory and ethnically motivated comparisons of Plaintiff and his Ukrainian surname, unknown to employees and fiduciaries of Defendant Beyond and VFS, to pedophilia on January 3rd, 2023;
- vii. Other acts that Plaintiff is unable to provide until filing an amended pleading.

Sills of Defendant Beyond:

- i. Willful ad-hominem personal attacks against Plaintiff to protect his standing at Defendant Beyond;
- ii. Controlling and manipulative behaviour directed to known friends of Plaintiff in Calgary, Alberta beginning on or around September 23rd, 2022;
- iii. Other acts that Plaintiff is unable to provide until filing an amended pleading.

Thompson of Defendant Beyond:

- i. Threats, without legal basis, to report Plaintiff's alleged criminal conduct to law enforcement unless accepting demands.

Plaintiff is unable to provide particulars of the new agent until filing an amended pleading.

- c) Post-traumatic stress disorder.

Dated: October 16th, 2024



BRADLEY SULATYCKY

Plaintiff

COURT FILE NO.

2501 20288

COURT

Court of King's Bench of Alberta

JUDICIAL CENTRE

Calgary

Clerk's Stamp

CLERK OF THE COURT
FILED
DEC 15 2025
JUDICIAL CENTRE
OF CALGARY

PLAINTIFF(S)

Bradley Tyler Sulatycky

DEFENDANT(S)

Ronald Victor Sulatycky
Jennifer Lynn Sulatycky

DOCUMENT

Statement of Claim

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

bradleytylerwriter@gmail.com

Bradley Sulatycky

NOTICE TO DEFENDANT(S)

You are being sued. You are a Defendant.

Go to the end of this document to see what you can do and when you must do it.

STATEMENT OF CLAIM:

1. This action concerns personal and economic injuries suffered by the Plaintiff, who is the son of the defendants, beginning December 12th, 2023.
2. The Plaintiff alleges a predominant purpose conspiracy by the defendants beginning May 12, 2024 to conceal the defendants' assault, battery and defamation against the Plaintiff, submit false statements under oath, steal and convert Plaintiff's personal belongings, and interfere with Plaintiff's economic relations and *Canadian Charter of Rights and*

Freedoms in the provinces of British Columbia and Alberta, which resulted in the claimed personal and economic injuries to the Plaintiff.

3. The Plaintiff alleges false imprisonment by the defendants on September 11th, 2025, which resulted in the claimed personal injuries to the Plaintiff.

FACTS AND BACKGROUND:

Plaintiff's Rights

4. At all material times, the Plaintiff is a Canadian citizen with human rights under the *Canadian Charter of Rights and Freedoms* (the "*Charter*").
5. Section 7 of the *Charter* guarantees the Plaintiff's right to "life, liberty, and security of the person, and the right not to be deprived thereof except in accordance with the principles of fundamental justice".
6. Section 9 of the *Charter* guarantees the Plaintiff's right "not to be arbitrarily detained or imprisoned".
7. Section 15 of the *Charter* guarantees the Plaintiff equality before and under the law.

Defendants' Mental Health Disorders and Finances

8. Defendants Ronald and Jennifer (collectively referred to as "Defendants Sulatycky") suffer from an alcohol dependency disorder.
9. The particulars of the Defendant Sulatycky's alcohol dependency disorder include:
 - i. pursuant to Defendant Ronald, daily alcohol consumption;
 - ii. pursuant to Defendant Jennifer, binge alcohol consumption.
10. As a result of their alcohol dependency disorder, Defendants Sulatycky exhibit cognitive deficiencies.
11. Pursuant to Defendant Sulatycky's banking records, every second purchase by the Defendants Sulatycky is alcohol.

12. Defendants Sulatycky also exhibit behavioural symptoms of a multiple personality disorder.

13. The particulars of Defendant Sulatycky's behavioural symptoms include:

- i. fear of abandonment;
- ii. unstable self-image;
- iii. mood swings;
- iv. intense and inappropriate anger;
- v. a sense of self-importance;
- vi. excessive need for admiration;
- vii. lack of empathy;
- viii. a sense of entitlement.

14. As a direct result of Defendant Sulatycky's behavioural symptoms, Defendants Sulatycky lack personal space and reasonable boundaries with regards to the Plaintiff and the Plaintiff's economic and contractual relations.

Defendants' Personal Beliefs

15. Defendants Sulatycky have Christian-Evangelical personal beliefs with regard to cannabis usage and American broadcast and print news networks (Defendant Sulatycky's "beliefs").

16. Defendants Sulatycky's beliefs have no legal basis.

British Columbia Supreme Court Matter S-242280

17. On September 23rd, 2022, the Plaintiff discovered his former employer in Vancouver, Graham Qually ("Graham"), conspiring to misappropriate a valuable and confidential third-party trade secret (the "trade secret").

18. Upon discovery by the Plaintiff, Graham and agents of Plaintiff's former employer, Beyond Capture ("Beyond"), unlawfully conspired to conceal the misappropriation, the particulars of their unlawful acts, which remain ongoing, include:

- i. uttering threats, to forgo personal belongings and cause bodily harm to the Plaintiff on September 23rd, 2022;
- ii. destruction of the Plaintiff's economic portfolio on September 23rd, 2022, funded at Graham's directive by selling Plaintiff's vehicle;
- iii. defamation on September 23rd, 2022 to servants of Beyond that Plaintiff, and not Graham, had misappropriated the trade secret;
- iv. a trespass to land by fiduciaries of Beyond at Plaintiff's Vancouver residence on September 23rd, 2022;
- v. harassment of Defendant Jennifer by Graham on September 24th, 2023;
- vi. defamatory libel that the Plaintiff had threatened Graham's family, and that the Plaintiff had been reported to the Vancouver Police Department as a result of the alleged threats on January 10th, 2023;
- vii. defamatory libel by comparison of the Plaintiff and Defendant Sulatycky's last name to Jerry Sandusky on January 10th, 2023;
- viii. attempted fraudulent concealment of an illegible cease and desist letter, sent to the Plaintiff by Beyond's former council on January 13th, 2023;
- ix. attempted evasion of mandatory originating documents in British Columbia Supreme Court Matter Action No. S-242280 beginning April 10th, 2024;
- x. a threat to murder the Plaintiff during arrangement of personal service of mandatory originating documents on September 1st, 2024;
- xi. criminal harassment by individuals believed to be agents of, or unduly influenced by Beyond at various accommodation rentals and public locations of the Plaintiff, and on the Plaintiff's social media at material times from between on or around October 19th, 2024 to December 20th, 2024, the particulars of how Beyond and/or their agents, alleged or otherwise, acquired the addresses partially unknown to the Plaintiff;

- xii. an abuse of process, in concert with known stalkers of the Plaintiff in the province of Alberta, to obtain Plaintiff's address in Calgary by court order on March 25th, 2025, which failed;
- xiii. contempt of court by Beyond, contrary to the British Columbia Rules of the Court and court order on March 25th, 2025, to surrender a list of discovery documents to the Plaintiff by July 4th, 2025, which Beyond has yet to surrender.

19. In fact:

- i. Graham disclosed the trade secret to a third-party without permission;
- ii. the Plaintiff never disclosed the trade secret without permission, and at all material times on September 23rd, 2022 and pursuant to their duties, the Plaintiff acted to protect the confidentiality of the trade secret;
- iii. the Plaintiff did not threaten Graham or Graham's family;
- iv. the Plaintiff has never met Graham's family;
- v. Graham never reported Plaintiff to the Vancouver Police Department for the Plaintiff's alleged threats to Graham and/or Graham's family;
- vi. fiduciaries of Beyond harassed the Plaintiff at his Vancouver residence on September 23rd, 2022;
- vii. Graham harassed Defendant Jennifer on September 24th, 2022;
- viii. the Plaintiff is not a pedophile;
- ix. the Plaintiff, contrary to fiduciaries and servants of Beyond, has never engaged in romantic, physical, or sexual relations with any servant or fiduciary of Beyond.

20. Graham also defamed the Plaintiff to members of the Plaintiff's consortium, who, in concert, abused and defamed the Plaintiff to:

- i. conceal Graham's misappropriation of the trade secret;

- ii. lower the Plaintiff's standing at economic relations accrued by the Plaintiff and their extended family to Plaintiff's consortium.
21. As a direct result of the defamation beginning September 23rd, 2022, the Plaintiff suffered a lowered reputation in the provinces of Alberta and British Columbia.
22. At all material times during the conspiracies, Graham and agents of Beyond acted with actual malice to conceal:
- i. a material misappropriation of the confidential third-party trade secret by Graham;
 - ii. a material breach of Graham's fiduciary duties;
 - iii. a material breach of the Plaintiff's employment contract;
 - iv. material sexual relationships between fiduciaries and servants of Beyond;
 - v. a material sexual relationship between an employee of Beyond and a teenager;
 - vi. allegations of kidnapping and torture by Graham.

The Agreement

23. As a direct result of September 23rd, 2023 and Graham's material admissions of kidnapping and torture during Plaintiff's employment at Beyond, the Plaintiff exhibited symptoms of a complex post-traumatic disorder ("C-PTSD"), the particulars of which include:
- i. intrusive thoughts (flashbacks, nightmares, and unwanted memories of the assault at Beyond);
 - ii. avoidance (avoiding people, places, or activities that triggered memories of the assault at Beyond);
 - iii. altered mood (negative thoughts and feelings, such as fear, guilt, shame, or anger);
 - iv. altered reactivity (hypervigilance regarding confidential information and physical reactions to contractual torts);

- v. physical symptoms (headaches, dizziness, stomach problems, heart palpitations, chills, and disturbed sleep).

24. By February 2023, the symptoms of the Plaintiff's C-PTSD had not improved, and the symptoms materially prevented the Plaintiff from new employment in the province of British Columbia.

25. In or around February 2023, the Plaintiff and Defendant Ronald agreed to the following conditions (the "agreement"):

- i. for the Plaintiff to move back to Calgary from Vancouver, temporarily, to reduce costs;
- ii. for Defendants Sulatycky to remit the Plaintiff \$10,000.00 Canadian dollars for a basic retainer agreement (the "retainer") in the province of British Columbia;
- iii. for the Plaintiff to negotiate an out-of-court settlement with Beyond for personal and economic injury, including treatment for Plaintiff's C-PTSD symptoms.

26. Per the terms of the agreement, Defendants Sulatycky were to remit the Plaintiff with the retainer immediately, instantaneously, and without delay upon the Plaintiff's return to Calgary.

27. Pursuant to the agreement, Plaintiff sold his personal belongings in Vancouver and moved into the Sulatycky residence in Calgary with Defendants Sulatycky in or around March 2023.

The Abuse

28. By in or around March 2023, the symptoms of Plaintiff's C-PTSD had not improved, and Defendants Sulatycky had not remitted the retainer to the Plaintiff.

29. In or around March 2023, Defendant Ronald amended the terms of the agreement for the Plaintiff to remit Defendants Sulatycky tenancy rent on a month-to-month basis, immediately, without:

- i. the Plaintiff having sought treatment for their C-PTSD symptoms;
- ii. remittance of the retainer to Plaintiff by Defendants Sulatycky.

30. Plaintiff agreed to the amended terms of the agreement pursuant to remittance of the retainer immediately, instantaneously, and without delay.
31. From on or around April 2023 to September 2023, the Plaintiff worked two fixed-term contracts at two not-for-profit charities in Calgary (the “contract” and “temporary employment”, respectively).
32. In or around April 2023, and contrary to the non-disclosure terms of the Plaintiff’s contract, Defendants Sulatycky attempted to obtain confidential information pertaining to Plaintiff’s temporary employment.
33. At all material times during their temporary employment, the Plaintiff denied Defendants Sulatycky from obtaining the confidential information.
34. As a direct result of being denied confidential information from Plaintiff’s temporary employment, beginning in or around April 2023, Defendants Sulatycky became psychologically and financially abusive towards the Plaintiff, the particulars of their abuse which include;
 - i. withholding the Plaintiff’s retainer, contrary the terms of the agreement, daily inquiries by the Plaintiff to Defendant Ronald for remittance of the retainer from April 2023 to October 2023, and continued tenancy rent payments by the Plaintiff to Defendants Sulatycky from April 2023 to October 2023;
 - ii. misappropriating the Plaintiff’s not-for-profit earnings on alcohol;
 - iii. verbal abuse, without rhyme or reason, directed towards the Plaintiff, that the Plaintiff’s temporary employment income, falsely, had been misappropriated by the Plaintiff on cannabis.
35. By November 2023, Defendants Sulatycky had not remitted the Plaintiff’s retainer, and Defendants Sulatycky continued to misappropriate the Plaintiff’s not-for-profit earnings on alcohol.

Assault and Battery on November 15th, 2023

36. In or around November 2023, Defendants Sulatycky informed the Plaintiff that they would be hosting Plaintiff a birthday party on November 15th, 2023.

37. At material times prior to November 15th, 2023, the Plaintiff, verbally and in-writing, declined the invitation to Defendant Sulatycky's birthday party.
38. On the evening of November 15th, 2023, and while the Plaintiff was attempting to avoid Defendants Sulatycky and leave the Sulatycky residence, Defendants Sulatycky assaulted and battered the Plaintiff (the "assault" and "battery", respectively).
39. The particulars of Defendant Sulatycky's assault and battery include;
- i. with regards to the Defendant Jennifer, chasing the Plaintiff, apprehending the Plaintiff, and stealing items from the Plaintiff's hands;
 - ii. with regards to Defendant Ronald, apprehending the Plaintiff, shoving the Plaintiff, pinning the Plaintiff, choking the Plaintiff, and threatening to punch the Plaintiff.
40. Immediately in response to the assault and battery, the Plaintiff attempted to report the assault and battery to the Calgary Police Service by phone call, and the Plaintiff's attempted report to the Calgary Police Service was obstructed by Defendant Jennifer.
41. The Plaintiff did not report the Defendants Sulatycky to the Calgary Police Service on November 15th, 2023.

Intimidation, Intentional Infliction of Mental Suffering, and Public Mischief on December 12th, 2023

42. The Plaintiff had no contact with Defendants Sulatycky at the Sulatycky residence between November 15th, 2023 and December 12th, 2023.
43. On December 12th, 2023, and while the Plaintiff was attempting to avoid Defendants Sulatycky, Defendant Ronald attempted to induce the Plaintiff into signing a contract (the "attempted induced agreement").
44. The particulars of the attempted induced agreement included:
- i. to breach the terms of the agreement between the Plaintiff and Defendants Sulatycky;
 - ii. to admit wrongdoing against the Defendants Sulatycky by the Plaintiff that did not occur;

- iii. for the Plaintiff to resume tenancy rent payments towards Defendant Sulatycky's alcohol.

45. At all material times during the attempted induced agreement:

- i. Defendant Ronald attempted to coerce the Plaintiff into signing the contract under duress;
- ii. Defendant Ronald's attempted coercion was to unlawfully obtain the remainder of Plaintiff's not-for-profit charity earnings;
- iii. the Plaintiff declined Defendant Ronald's attempted induced agreement.

46. As a direct result of the Plaintiff declining to sign Defendant Sulatycky's contract, and contrary to the *Criminal Code*, Defendant Ronald reported the Plaintiff to the Calgary Police Service on December 12th, 2023.

47. In or around the evening of December 12th, 2023, the Calgary Police Service visited the Plaintiff at the Sulatycky residence.

48. At material times during December 12th, 2023:

- i. the Calgary Police Service removed Defendants Sulatycky from the room for leering at the Plaintiff and holding hands;
- ii. the Calgary Police Service uncovered no wrongdoing by the Plaintiff;
- iii. the Calgary Police Service warned Defendants Sulatycky against further obstructing the Plaintiff from reporting assault and battery allegations to the Calgary Police Service.

49. Defendant Sulatycky's extortion attempt failed, the Plaintiff did not sign the contract, and the Plaintiff reported Defendant Sulatycky's assault and battery on November 15th, 2023 to the Calgary Police Service on December 12th, 2023.

PREDOMINANT PURPOSE CONSPIRACY TO CONCEAL ASSAULT, BATTERY AND DEFAMATION, INTIMIDATION, AND INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

50. The Plaintiff had no contact with Defendants Sulatycky at the Sulatycky residence from between on or around December 13th, 2023 to May 12th, 2024.

51. On or around April 2024, the Plaintiff:

- i. acquired full-time employment in Calgary, and the Plaintiff became concerned that Defendants Sulatycky would interfere with Section 6 of Plaintiff's *Charter Rights*;
- ii. discovered Defendants Sulatycky attempting to misappropriate the Plaintiff's retainer on a vacation.

52. On April 29th, 2025, the Plaintiff emailed their extended family (the "email").

53. In the email, Plaintiff warned their extended family that Defendants Sulatycky:

- i. misappropriated the Plaintiff's retainer;
- ii. would attempt to physically prevent the Plaintiff from accessing their new place of employment beginning May 1st, 2024.

54. In response, Plaintiff discovered that Defendants Sulatycky had defamed the Plaintiff to their extended family (the "defamation").

55. The particulars of Defendant Sulatycky's defamatory statements include:

- i. that the Plaintiff assaulted and battered Defendants Sulatycky on November 15th, 2023;
- ii. that the Plaintiff assaulted and battered Defendants Sulatycky on December 12th, 2023.

56. In fact;

- i. Defendants Sulatycky assaulted and battered the Plaintiff on November 15th, 2023;
- ii. Defendants Sulatycky intimidated and intentionally inflicted emotional distress on the Plaintiff on December 12th, 2023.

57. In response to admission of Defendant Sulatycky's defamation, the Plaintiff, by admission, punched seven holes in the wall of the Sulatycky residence on or around May 10th, 2024.
58. On or around May 12th, 2024, the Plaintiff confronted Defendants Sulatycky about the assault, battery, and defamation on recording, and Defendants Sulatycky admitted to the assault, battery, and defamation on recording (the "recorded admission").
59. In response to Defendant Sulatycky's recorded admission, the Calgary Police Service set a 24-hour Citizen/Domestic Standby Assistance (the "stand-by") for Plaintiff to safely retrieve their personal belongings from the Sulatycky residence on May 14th, 2024.
60. In response to the recorded admission, and contrary to both the stand-by and section 9 of the *Charter*, Defendants Sulatycky engaged in a predominant purpose conspiracy to conceal their assault, battery, intimidation and intentional infliction of emotional distress against the Plaintiff beginning November 15th, 2023.
61. In furtherance of the conspiracy, Defendants Sulatycky acted unlawfully against the Plaintiff to:
- i. fraudulently, and with intent to mislead a justice and the Calgary Police Service, file a Mental Health Act Warrant ("form 8") to apprehend Plaintiff, falsely, and contrary to the Plaintiff's *Charter Rights*, for an alleged "cannabis psychosis" on May 13th, 2023;
 - ii. while the Plaintiff was incapacitated by the fraudulent form 8 in or around the evening of May 13th, 2023, and contrary to the stand-by and Plaintiff's *Charter Rights*, stealing and converting all of the Plaintiff's personal belongings from the Sulatycky residence.
62. The particulars of Plaintiff's personal belongings converted by Defendants Sulatycky include, but are not limited to:
- i. film footage owned by a third-party motion picture technology company;
 - ii. third-party confidential information and technology and evidence in British Columbia Matter Supreme Court Matter S-242280;

- iii. the Plaintiff's personal autograph collection, which, to the reasonable or rational person, is of value to afford a retainer in the provinces of British Columbia or Alberta.

63. In fact:

- i. the Plaintiff was not under the influence of cannabis;
- ii. the Plaintiff was not under a psychosis;
- iii. the Plaintiff was immediately discharged on May 13th, 2024 for neither being under a psychosis nor the influence of cannabis;
- iv. the Defendants Sulatycky have no evidence the Plaintiff was under a psychosis or the influence of cannabis on or around May 12th, 2024.

64. Furthermore, or in the alternative, as a direct result of Defendant Sulatycky's beliefs, the Defendants Sulatycky are without the knowledge of:

- i. cannabis subspecies;
- ii. cannabis strains;
- iii. cannabis ingestion methods.

65. As a direct result of Defendant Sulatycky's beliefs, the Defendants Sulatycky are unable to define the particulars of the Plaintiff's alleged cannabis usage on or around May 12th, 2024, and Defendants Sulatycky have no evidence that the Plaintiff was under a psychosis or the influence of cannabis on May 12th, 2024.

66. At all material times during the predominant purpose conspiracy, Defendants Sulatycky acted unlawfully against the Plaintiff to:

- i. conceal the assault and battery against the Plaintiff by Defendants Sulatycky on November 15th, 2023;
- ii. conceal the defamation and defamatory libel against Plaintiff to the Plaintiff's extended family beginning November 15th, 2023;

- iii. conceal their admission of the assault, battery, and defamation against the Plaintiff beginning November 15th, 2023 on recording on May 12th, 2024;
- iv. interfere with the Plaintiff's economic relations in the provinces of British Columbia and Alberta;
- v. obstruct the Plaintiff's due course of fundamental justice in the provinces of Alberta and British Columbia.

FALSE IMPRISONMENT

- 67. From on or around October 19th, 2024 to present, Defendants Sulatycky remit Plaintiff for tenancy rent at various accommodations in Calgary.
- 68. On or around September 9th, 2025, the Plaintiff's current landlord received complaints of compost odour from the Plaintiff's apartment, and contacted Defendant Ronald.
- 69. In response, on or around September 9th, 2024, Defendants Sulatycky, without rhyme or reason, reported the Plaintiff to the Calgary Police Service.
- 70. At all material times prior to on or around September 9th, 2025, neither Plaintiff's landlord nor Defendant Ronald contacted Plaintiff in-writing with regards to Plaintiff's compost odor.
- 71. On September 10th, 2025, the Calgary Police Service visited the Plaintiff at Plaintiff's apartment as a distress call.
- 72. The Plaintiff was not in distress, and the Plaintiff indicated they were not in distress to the Calgary Police Service.
- 73. In fact:
 - i. as a direct result of Defendant Sulatycky's breach of the agreement, the Plaintiff is a self-represented litigant in British Columbia Supreme Court Matter S-242280 and a matter in the province of Alberta;
 - ii. the Plaintiff suffers from agoraphobia in part due to Defendant Sulatycky's fraudulent law enforcement activations, and stalking and harassment by individuals known and unknown to Plaintiff who work and reside in Calgary as listed in paragraph 18xi above.

74. During the distress call, a Calgary Police Officer made reference, unsolicited, to:

- i. social media discourse regarding Plaintiff and his alleged sexual encounters;
- ii. Defendant Ronald's fraudulent form 8 on May 13th, 2024.

75. The Calgary Police Service disengaged with the Plaintiff after the Calgary Police Service could not particularize a tort to the Plaintiff.

76. Immediately in response, Defendant Ronald filed a second fraudulent form 8 against the Plaintiff for a non-cannabis-specific "psychosis".

77. In fact, the Plaintiff was not under a psychosis.

78. On September 11th, 2024, Defendant Ronald, texted the Plaintiff to state, falsely, that they were alone at the Plaintiff's apartment door.

79. In response, the Plaintiff opened their apartment door and was falsely detained and imprisoned by the Calgary Police Service at the Foothills Medical Center (the "false imprisonment").

80. At material times during Plaintiff's false imprisonment on September 11th, 2025, the particulars of Plaintiff's treatment by Calgary Police Officers, Foothills Medical Center Peace Officers, and Foothills Medical Center nurses include:

- i. handcuffing the Plaintiff;
- ii. dragging the Plaintiff;
- iii. throwing the Plaintiff;
- iv. restraining the Plaintiff;
- v. injecting the Plaintiff with sedatives without the Plaintiff's consent.

81. From on or around September 11th, 2025 to September 15th, 2025, the Plaintiff was falsely imprisoned at the Foothills Medical Centre.

82. On September 15th, 2025, the Plaintiff was medically discharged by medical order with no mental health disorders by the doctor at Foothills Medical Centre, and the Plaintiff requested the doctor at Foothills Medical Centre not share the Plaintiff's confidential medical information with Defendants Sulatycky.

83. At all material times during filing of the second fraudulent form 8 by Defendants Sulatycky and the Plaintiff's false confinement:

- i. Defendants Sulatycky intended to confine the Plaintiff;
- ii. the Plaintiff's liberty was completely restricted from September 11th, 2025 to on or around September 15th, 2025;
- iii. the confinement was against the Plaintiff's will;
- iv. the Plaintiff's confinement was without legal basis;
- v. the Plaintiff was within the knowledge that they were confined falsely.

84. At all material times during filing of the second fraudulent form 8 and the Plaintiff's false confinement, Defendants Sulatycky acted with actual malice to injure the Plaintiff.

85. As a direct result of Defendant Sulatycky's false imprisonment, the Calgary Police Service are prosecuting the Plaintiff for serving originating documents in a separate matter, and intend to rely on Defendant Ronald's allegations of Plaintiff's cannabis usage as evidence.

86. In fact, the Calgary Police Service and the doctor at the Foothills Medical Center, per admission by law enforcement disclosure documents, have no evidence of the Plaintiff's alleged mental disorders and/or cannabis usage with the sole exception of Defendant Ronald's fraudulent form 8 filings in May 2024 and September 2025.

RELIEF SOUGHT:

87. A declaration that defendants breached the retainer agreement with the Plaintiff;

88. restitution for the breached retainer agreement by the defendants to the Plaintiff in the amount of \$10,000.00 Canadian Dollars;

89. a declaration that the defendants engaged in a predominant purpose conspiracy to conceal assault, battery, defamation, intimidation and intentional infliction of emotional distress against the Plaintiff beginning May 12th, 2023;
90. general damages for the predominant purpose conspiracy in the amount of fraudulent misrepresentation, intentional infliction of emotional distress and intentional interference with the Plaintiff's economic and contractual relations;
91. general damages for the predominant purpose conspiracy in the amount of Plaintiff's stolen and converted personal belongings, or;
92. in the alternative, a Replevin to recover Plaintiff's stolen and converted personal belongings;
93. a declaration that the defendants defamed the Plaintiff;
94. an injunction preventing defendants from further defaming the Plaintiff;
95. a declaration that the defendants falsely imprisoned the Plaintiff on September 11th, 2025;
96. general damages for the false confinement;
97. special, aggravated, and punitive damages;
98. costs;
99. such further and other relief as to this Honourable Court may seem just.

LEGAL BASIS:

100. Plaintiff relies, in part, on the rulings of *Benison v. McKinnon* (2021 ABQB 843), *Canada Cement LaFarge Ltd. v. British Columbia Lightweight Aggregate Ltd* (1983 S.C.R. 452) and *Hunt v. Carey Canada Inc.* (1990 2S.C.R. 959);
101. Defendants Sulatycky intended to injure the Plaintiff by fraudulent misrepresentation and intentional infliction of emotional distress as stated in paragraphs 49 to 65.

102. As a result of the defendants' fraudulent misrepresentation and intentional infliction of emotional distress, the Plaintiff suffered injury.
103. Plaintiff relies, in part, on the rulings of *Carr v. Ottawa Police* and *Joseph v. Meier*;
104. Defendants Sulatycky falsely imprisoned the Plaintiff as stated in paragraphs 66 to 85;
105. As a result of the defendants' false imprisonment, the Plaintiff suffered injury.
106. in all circumstances, the defendants knew, or ought to have known, that losses, damages, and injury to the Plaintiff would occur.

PUNITIVE DAMAGES:

107. The defendants' misconduct departed to a marked degree from ordinary standards of decent behaviour.
108. The defendants' actions offend the moral stands of the community and warrant the condemnation of the Court, such that an award of punitive damages should be made against the defendants.

NOTICE TO DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

20 days if you are served in Alberta

1 month if you are served outside Alberta but in Canada

2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of King's Bench at Calgary, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff(s)' address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the law suit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.

COURT FILE NO.

2501-1201

COURT

Court of King's Bench of Alberta

JUDICIAL CENTRE

Calgary

Clerk's Stamp

CLERK OF THE COURT
FILED

AUG 13 2025

JUDICIAL CENTRE
OF CALGARY

PLAINTIFF(S)

Bradley Tyler Sulatycky

DEFENDANT(S)

**Katherine Penhale
Steve Schroeder
ElevatedHR Services
Cineplex Incorporated
IMAX Corporation**

DOCUMENT

Statement of Claim

ADDRESS FOR
SERVICE AND
CONTACT
INFORMATION OF
PARTY FILING THIS
DOCUMENT

bradleytylerwriter@gmail.com

NOTICE TO DEFENDANT(S)

You are being sued. You are a Defendant.

Go to the end of this document to see what you can do and when you must do it.

STATEMENT OF CLAIM:

1. This action concerns injuries suffered by Plaintiff by fiduciaries of their former employer and economic relations.

2. Plaintiff alleges harassment and negligent infliction of emotional distress by defendants to beset Plaintiff's location in the city of Calgary, which resulted in the claimed personal injuries to Plaintiff.
3. Plaintiff further alleges negligent interference with economic relations by defendants, which resulted in the claimed economic injuries to Plaintiff.

THE PARTIES:

4. The plaintiff, Bradley Sulatycky, known professionally as Bradley Tyler, was a contracted employee of the Calgary International Film Society ("CIFF") at material times between 2019 and 2024.
5. Defendant Steve Schroeder ("Defendant Schroeder") was, at material times during and after Plaintiff's employment at CIFF, the Executive Director and Strategic Adviser of CIFF.
6. Defendant Katherine Penhale ("Defendant Penhale") was, at material times during and after Plaintiff's employment at CIFF, Operations Director/Chief of Staff, Acting Executive Director and Executive Director at CIFF.
7. Defendant ElevatedHR Solutions ("Defendant ElevatedHR") is a corporation conducting remote business in Canada as a human resources administrator.
8. Defendant Cineplex Incorporated ("Defendant Cineplex") is a corporation conducting business in Canada as a motion picture exhibition company, with a principal place of business at 1303 Yonge Street, Toronto, Ontario, Canada M4T 2Y9.
9. Defendant IMAX Corporation ("Defendant IMAX") is a corporation conducting business in Canada as a motion picture technology company, with a primary place of business at 2525 Speakman Drive, Mississauga, Ontario.
10. Defendant The Cadillac Fairview Corporation Limited ("Defendant CF") is a corporation conducting business as a real estate manager, with a primary place of business at 20 Queen Street, Toronto, Ontario.

DEFENDANTS' DUTIES TO PLAINTIFF:

11. Defendants Cineplex, IMAX, and CF owed a common law duty of care to Plaintiff at all material times.

12. Defendants' duty of care to Plaintiff included, at minimum, the obligation not to defraud Plaintiff.
13. Defendant Cineplex's duty of care to Plaintiff included, at minimum, the obligation to adhere to CF's *Shopping Centre Guidelines*.
14. Defendant Cineplex's duty of care to Plaintiff, at minimum, the obligation to adhere to Cineplex's *Guest Code of Conduct*.
15. Defendants Cineplex and IMAX's duties of care to Plaintiff included, at minimum, the obligation to adhere to Cineplex and IMAX's *Code of Business Conduct and Ethics*.

FACTS AND BACKGROUND:

16. On or around April 15th, 2024, Plaintiff entered into an employment agreement with CIFF to employ Plaintiff as a Production Manager (the "employment").
17. During their employment, Plaintiff became uncomfortable with romantic advances by Defendants Penhale and Schroeder at the workplace, which resulted in Plaintiff's resignation on June 3rd, 2024.
18. Prior to their resignation on June 3rd, 2024, Plaintiff had supplied Defendant Penhale with contact information to their economic relations in the film industry, including Defendant IMAX's governance team.

THE HARASSMENT

19. On August 8th, 2024, Plaintiff filed a formal complaint to Defendant ElevatedHR for harassment by Defendants Penhale and Schroeder during his employment.
20. On or around September 10th, 2024, servants of Defendant ElevatedHR contacted women unknown to Defendants Penhale or Schroeder to compile false allegations in defence of Plaintiff's harassment allegations.
21. On September 12th, 2024, Defendant ElevatedHR concluded the investigation and took no action against Defendants Penhale and Schroeder.

22. From on or around October 17th, 2024, to on or around December 20th, 2024 (the “harassment period”), Defendants Schroeder and Penhale repeatedly and without lawful authority beset Plaintiff at multiple locations in Calgary.
23. During the harassment period, Defendants Penhale, Schroeder and others, known and unknown to Plaintiff, repeatedly beset Plaintiff at
 - i. an Airbnb rental on October 19th, 2024;
 - ii. a public movie screening in the IMAX auditorium at Scotiabank Theatre Chinook on December 19th, 2024 (“WGSWMS7”);
 - iii. a second Airbnb rental on December 20th, 2024, and;
 - iv. The Sheldon M. Chumir Health Centre at material times throughout 2025.
24. At all material times during Plaintiff’s purchase of WGSWMS7 on December 2nd, 2024, WGSWMS7 intended to appear as a legitimate public screening listing on the Cineplex ticketing app.
25. At all material times during the purchase of WGSWMS7 on December 2nd, 2024, and contrary to Defendant Cineplex and IMAX’s *Code of Business Conduct and Ethics*, Cineplex and/or IMAX intentionally misappropriated Plaintiff’s personal information to Defendant Penhale;
26. At all material times before WGSWMS7, Defendants Penhale, Schroeder, and Cineplex intended to harass Plaintiff to induce public indecency with Defendant Penhale on Cineplex facilities, and Defendant Penhale did engage in public indecency on Cineplex facilities upon Plaintiff’s non-attendance of the screening.
27. At all material times during and after the harassment at Plaintiff’s Airbnb rentals, the particulars of how Defendants Penhale and Schroeder acquired Plaintiff’s location remain unknown to Plaintiff.
28. At all material times during and after the harassment at Sheldon M. Chumir Health Centre, the particulars of how Defendants Penhale and Schroeder acquired Plaintiff’s medical information remain unknown to Plaintiff.
29. As a direct result of the harassment, Plaintiff suffers physical and mental symptoms of a complex post-traumatic stress disorder and agoraphobia.

RELIEF SOUGHT:

30. a declaration that Defendants Penhale and Schroeder harassed the Plaintiff;
31. a declaration that Defendants Cineplex, IMAX, and CF breached their duty of care to the Plaintiff;
32. general damages for the harassment and negligent infliction of emotional distress;
33. a declaration that Defendants Penhale and Schroeder negligently interfered with Plaintiff's economic relations;
34. general damages for the negligent interference with economic relations;
35. a restraining order against Defendants Penhale and Schroeder;
36. an order that the defendants pay damages for personal injury, including but not limited to damages for emotional and mental abuse under the Health Care Costs Recovery Act;
37. special, aggravated, and punitive damages;
38. costs;
39. pre-judgment and post-judgment interest under the Court Order Interest Act, R.S.B.C. 1996,c. 78, s. 128;
40. such further and other relief as to this Honourable Court may seem just.

LEGAL BASIS:

41. Plaintiff relies, in part, on the ruling of *Alberta Health Services v. Johnston*, 2023 ABKB 209.
42. Defendants Penhale and Schroeder harassed the Plaintiff by conduct stated in paragraphs 19 to 28.
43. As a result of the defendants' harassment, the Plaintiff suffered injury.

44. Plaintiff relies, in part, on the ruling of *Alberta v. Elder Advocates of Alberta Society*, 2011 SCC 24.
45. Defendants owed the Plaintiff a common law duty of care and breached that duty through conduct stated in paragraph 23 (ii).
46. As a result of the defendants' breach of care, the Plaintiff suffered injury.
47. In all circumstances, the defendants knew, or ought to have known, that losses, damages, and injury to the Plaintiff would occur.

PUNITIVE DAMAGES:

48. The defendants' misconduct departed to a marked degree from ordinary standards of decent behaviour.
49. The defendants' actions offend the moral standards of the community and warrant the condemnation of the Court, such that an award of punitive damages should be made against the defendants.

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